

State of Rhode Island and Providence Plantations  
Department of Administration  
Division of Purchases

## RIVIP BIDDER CERTIFICATION COVER FORM

### SECTION 1 - BIDDER INFORMATION

*Bidder must be registered as a vendor on the RIVIP system at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) to submit a bid proposal.*

Solicitation Number: 7550213  
Solicitation Title: ASBESTOS REMOVAL - MPA-196 (31 PGS)

Bld Proposal Submission  
Deadline Date & Time: 2/18/2016 11:30 AM

RIVIP Vendor ID #: 77224

Bidder Name: coastal asbestos abatement co.inc.  
Address: 51 greenhill rd.  
johnston , RI 02919  
USA

Telephone: 4018411445  
Fax: 4019463604  
Contact Name: steven macaruso  
Contact Title: projectmanager  
Contact Email: mikemac3143@cox.net

### SECTION 2 — DISCLOSURES

**Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.**

*Indicate "Y" (Yes) or "N" (No) for Disclosures 1-4, and if "Yes," provide details below. Complete Disclosure 5. If the Bidder is publicly held, the Bidder may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Bidder.*

- N 1. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.
- N 2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.
- N 3. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.

- N** 4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.
5. List each officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Bidder, and the percentage of ownership, if any, he or she holds in the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder.

Disclosure details (continue on additional sheet if necessary):


### SECTION 3 —CERTIFICATIONS

**Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.**

Indicate "Y" (Yes) or "N" (No), and if "No," provide details below.

#### THE BIDDER CERTIFIES THAT:

- Y** 1. The Bidder will immediately disclose, in writing, to the State Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation.
- Y** 2. The Bidder possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation and will maintain all required licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Bidder shall immediately notify the State Purchasing Agent in writing.
- Y** 3. The Bidder will maintain all required insurance during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Bidder will immediately notify the State Purchasing Agent in writing.
- Y** 4. The Bidder understands that falsification of any information in this bid proposal or failure to notify the State Purchasing Agent of any changes in any disclosures or certifications in this Bidder Certification may be grounds for suspension, debarment, and/or prosecution for fraud.
- Y** 5. The Bidder has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or official of the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Bidder further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third party contingent on the award of a contract pursuant to this solicitation.
- Y** 6. This bid proposal is not a collusive bid proposal. Neither the Bidder, nor any of its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other bidder or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other bidder or person to fix the price or prices in the bid proposal or the bid proposal of any other bidder, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other bidder, or to secure through any collusion, conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Bidder, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.
- Y** 7. The Bidder: (i) is not identified on the General Treasurer's list created pursuant to R.I. Gen. Laws § 37-2.5-3 as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- Y** 8. The Bidder will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.





STATE OF RHODE ISLAND  
FORM W-9 PAYER'S REQUEST FOR TAXPAYER  
IDENTIFICATION NUMBER AND CERTIFICATION



THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

**Taxpayer Identification Number (T.I.N.)**

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

Social Security No. (SSN)

Employer ID No. (EIN)

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NAME Coastal Asbestos Abatement Company Inc.

ADDRESS 51 Green Hill Road

CITY, STATE AND ZIP CODE Johnston, RI 02919

PAYMENT REMITTANCE ADDRESS, IF DIFFERENT FROM THE ADDRESS ABOVE

ADDRESS

CITY, STATE AND ZIP CODE

**CERTIFICATION:** Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because either: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified me that I am no longer subject to backup withholding.
- (3) I am a U.S. citizen or other U.S. person (as defined by the IRS).

**Certification Instructions** -- You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item (2) does not apply.

Please sign here and provide title, date and telephone number:

SIGNATURE Steve Macaruso TITLE Project Manager DATE 2/18/16 TEL NO 401-641-1445  
Original Signature Required (Digital Signature Not Acceptable)

**BUSINESS DESIGNATION:**

Please Check One: Individual ☐ Corporation ☒ Trust/Estate ☐ Government/Nonprofit Corporation ☐  
Partnership ☐ Medical Services Corporation ☐ Legal Services Corporation ☐  
LLC Tax Classification: Single Member (Individual) ☐ Partnership ☐ Corporation ☐

**TIPS:**

**NAME:** Be sure to enter your full and correct legal name as shown on your income tax return for the SSN or EIN provided.

**ADDRESS, CITY, STATE AND ZIP CODE:** If you operate a business at more than one location, adhere to the following:

- 1) Same EIN with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
- 2) Different EIN for each different location -- submit a completed W-9 form for each EIN and location. (One year-end tax information return will be reported for each EIN and remittance address.)

Mail Completed Form To:  
Supplier Coordinator  
Purchasing Department  
One Capitol Hill, 2nd Floor  
Providence RI 02908

Or Email To: [doa.pursuppliercoordinator@purchasing.ri.gov](mailto:doa.pursuppliercoordinator@purchasing.ri.gov)

For State Use Only:

IRS \_\_\_\_\_ RI SOS \_\_\_\_\_ FED \_\_\_\_\_ Other \_\_\_\_\_

RI Supplier # \_\_\_\_\_ Approved \_\_\_\_\_

Date Entered \_\_\_\_\_ Entered By \_\_\_\_\_





# Request for Quote

Page 1 of 3

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
ONE CAPITOL HILL  
PROVIDENCE RI 02908

CREATION DATE : 26-JAN-16  
BID NUMBER: 7550213  
TITLE: Asbestos Removal - MPA-196

BLANKET START : 01-MAR-16  
BLANKET END : 28-FEB-17  
BID CLOSING DATE AND TIME: 18-FEB-2016 11:30:00

BUYER: Ohara 2nd, John F  
PHONE #: 401-574-8125

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MASTER PRICE AGREEMENT  
SEE BELOW  
RELEASE AGAINST, RI MPA  
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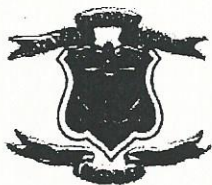
MASTER PRICE AGREEMENT  
SEE BELOW  
RELEASE AGAINST, RI MPA  
US

Requisition Number:

Line	Description	Quantity	Unit	Unit Price	Total
1	<p>Blanket Requirement: March 1, 2016 - February 28, 2017 with one (1) year option to renew if so decided by the State of RI.</p> <p>THIS SOLICITATION IS ISSUED TO ACQUIRE THE SERVICES OF A RHODE ISLAND LICENSED CONTRACTOR FOR STATEWIDE ASBESTOS REMOVAL.</p> <p>THE VENDOR MUST BE AN ASBESTOS ABATEMENT CONTRACTOR CERTIFIED BY THE RHODE ISLAND DEPARTMENT OF HEALTH.</p> <p>IT IS ANTICIPATED THAT THE VENDOR WILL PROVIDE COMPLETE ASBESTOS ABATEMENT CONTRACTOR SERVICES TO THE STATE, INCLUDING REMOVAL, DISPOSAL, AND/OR ENCAPSULATION OF ASBESTOS AND ALL OTHER RELATED WORK ITEMS ASSOCIATED WITH THIS WORK.</p> <p>PAYMENT WILL BE ON A TIME AND MATERIAL BASIS, WITH THE RATES TO BE AS LISTED. ANY REIMBURSABLE ITEMS SHALL BE COMPENSATED FOR AT A DIRECT COST, WITH NO MARK-UP.</p> <p>MPA-196 3/1/16 - 2/28/17 RATE PER HOUR CLEANUP PERSONNEL WITH MISC. TOOLS AND EQUIPMENT (ON SITE - MILEAGE/TRAVEL TIME NOT ALLOWED) - EQUIPMENT RENTAL Includes application of all insulating materials, protective coverings, coatings, &amp; finishings to all types of mechanical systems.</p>	8.00	Hour	Thirty Eight Dollars Eighty Five cents 38.85	\$310.80
2	<p>MPA-196 3/1/16 - 2/28/17 OVERTIME RATE PER HOUR CLEANUP PERSONNEL WITH MISC. TOOLS AND EQUIPMENT (ON SITE - MILEAGE/TRAVEL TIME NOT ALLOWED) - EQUIPMENT RENTAL Includes application of all insulating materials, protective coverings, coatings, &amp; finishings to all types of mechanical systems. Labor over 8 hours per day, after 5:00 PM or on Saturdays, Sundays and Holidays</p>	5.00	Hour	Sixty two dollars ninety five cents 62.95	\$314.75
3	<p>MPA-196 3/1/16 - 2/28/17 HEPA VACUUM (NIL FISK)</p>	1.00	Day	Ten dollars 10.00	\$10.00

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer





# Request for Quote

Page 2 of 3

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
ONE CAPITOL HILL  
PROVIDENCE RI 02908

CREATION DATE : 26-JAN-16  
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BLANKET START : 01-MAR-16  
BLANKET END : 28-FEB-17  
BID CLOSING DATE AND TIME: 18-FEB-2016 11:30:00

BUYER: Ohara 2nd, John F  
PHONE #: 401-574-8125

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MASTER PRICE AGREEMENT  
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RELEASE AGAINST, RI MPA  
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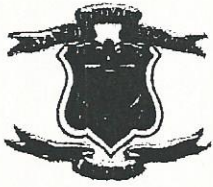
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MASTER PRICE AGREEMENT  
SEE BELOW  
RELEASE AGAINST, RI MPA  
US

Requisition Number:

Line	Description	Quantity	Unit	Unit Price	Total
4	MPA-196 3/1/16 - 2/28/17 NEG. PRESSURE UNIT (HEPA)	1.00	Day	thirty 30 <sup>00</sup>	\$30 <sup>00</sup>
5	MPA-196 3/1/16 - 2/28/17 HIGH VOL. SAMPLE PUMP	1.00	Day	Ten 10 <sup>00</sup>	\$10 <sup>00</sup>
6	MPA-196 3/1/16 - 2/28/17 PERSONAL SAMPLE PUMP	1.00	Day	Ten 10 <sup>00</sup>	\$10 <sup>00</sup>
7	MPA-196 3/1/16 - 2/28/17 AIR PRESSURE MONITOR (CHART TYPE)	1.00	Day	Fifteen 15 <sup>00</sup>	\$15 <sup>00</sup>
8	MPA-196 3/1/16 - 2/28/17 DECON	1.00	Day	one hundred Fifty 150 <sup>00</sup>	\$150 <sup>00</sup>
9	MPA-196 3/1/16 - 2/28/17 DISPOSAL	14.00	Cylinder	Sixty Five \$65 <sup>00</sup>	\$910 <sup>00</sup>
10	MPA-196 3/1/16 - 2/28/17 MPA-196 CLEANUP PERSONNEL WITH MISC. TOOLS AND EQUIPMENT (ON SITE - MILEAGE/TRAVEL TIME NOT ALLOWED) - EQUIPMENT RENTAL Includes preparation, wetting, stripping, removal scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.	7.00	Hour	Twenty Seven Fifty cents 27 <sup>50</sup>	\$192 <sup>50</sup>
11	MPA-196 3/1/16 - 2/28/17 OVERTIME RATE PER HOUR CLEANUP PERSONNEL WITH MISC. TOOLS AND EQUIPMENT (ON SITE - MILEAGE/TRAVEL TIME NOT ALLOWED) - EQUIPMENT RENTAL Includes preparation, wetting, stripping, removal scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems. SHOW YOUR VALID RHODE ISLAND LICENSE #: <u>LAC# 273</u> /RI LIC. NO.  OVERTIME RATES:  1. LABOR OVER 8 HOURS PER DAY, AFTER 5:00 P.M. OR ON SATURDAYS WILL BE PAID AT ONE AND ONE-HALF TIMES THE ABOVE RATES.	3.00	Hour	Forty Five dollars twenty five cents 45 <sup>25</sup>	\$135 <sup>75</sup>

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MASTER PRICE AGREEMENT  
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SEE BELOW  
RELEASE AGAINST, RI MPA  
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Requisition Number:

Line	Description	Quantity	Unit	Unit Price	Total
2.	LABOR ON SUNDAY AND HOLIDAYS WILL BE PAID AT TWO TIMES THE ABOVE RATES.  A STATEWIDE MASTER PRICE AGREEMENT ISSUED AS A RESULT OF THIS SOLICITATION SHALL BE UTILIZED BY THE VARIOUS DEPARTMENTS AND AGENCIES OF THE STATE FOR INTERMITTENT PROJECTS WHOSE COMPLETION COST WILL NOT EXCEED \$30,000.00. PROJECTS EXCEEDING \$30,000.00 SHALL NOT BE ALLOWED UNDER PROVISIONS OF THE MPA WITHOUT PRIOR APPROVAL AND EXPRESSED AUTHORIZATION OF THE DIVISION OF PURCHASES.  THE MASTER PRICE AGREEMENT AWARDED AS THE RESULT OF THIS SOLICITATION, MAY, AT THE SOLE DISCRETION OF THE STATE BE EXTENDED FOR ONE (1) ADDITIONAL YEAR. VENDOR, BY SUBMISSION OF THIS OFFER, AGREES TO MAINTAIN SUCH PRICING FOR A SECOND YEAR IF MPA EXTENSION IS SO DECIDED BY THE STATE.  THE STATE, AT ITS SOLE OPTION, SHALL RESERVE THE RIGHT TO REJECT ANY OR ALL BIDS OR TO MAKE A SINGLE OR MULTIPLE AWARD AS THE RESULT OF THIS SOLICITATION.			Fifty Five Dollars 55.00	\$5500

Delivery: \_\_\_\_\_

Terms of Payment: \_\_\_\_\_

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Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

## Department of Labor and Training

Center General Complex

1511 Pontiac Avenue  
Cranston, RI 02920-4407

TTY: Via RI Relay 711

### STATE CONTRACT ADDENDUM

#### RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

#### PREVAILING WAGE REQUIREMENTS (37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at [www.dlt.ri.gov/pw/Posters.htm](http://www.dlt.ri.gov/pw/Posters.htm) or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at [www.dlt.ri.gov](http://www.dlt.ri.gov) on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any

*An Equal Opportunity Employer/Program./Auxiliary aids and services are available upon request to individuals with disabilities.*

TTY via RI Relay 711





Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

Telephone; (401) 462-8000  
TTY; Via RI Relay 711

subcontractors and their assignees for prevailing wage work performed pursuant to this contract;

6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;
7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at [www.dlt.ri.gov/pw.forms/htm](http://www.dlt.ri.gov/pw.forms/htm), as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to journey person ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and

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TTY via Rf Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex  
151I Pontiac Avenue  
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Telephone: (401) 462-8000  
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Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at [www.dlt.ri.gov/pw](http://www.dlt.ri.gov/pw).

CERTIFICATION

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: Steven Macanuso  
Title: Project Manager

Subscribed and sworn before me this 18 day of Feb, 2016

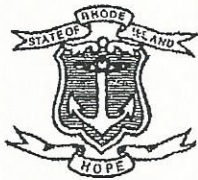
Mirella Calcagni  
Notary Public  
My commission expires: 2/27/2019

MIRELLA CALCAGNI  
Notary Public, State of Rhode Island  
My Commission Expires Feb. 27, 2019

*An Equal Opportunity Employer/Program, /Auxiliary aids and services are available upon request to individuals with disabilities.*

TTY via RI Relay 711





STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex  
1511 Pontiac Avenue  
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Telephone: (401) 462-8000

APPENDIX A

**TITLE 37**  
**Public Property and Works**

**CHAPTER 37-13**  
**Labor and Payment of Debts by Contractors**

**SECTION 37-13-5**

**§37-13-5 Payment for trucking or materials furnished - Withholding of sums due.** -A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

**APPENDIX B**

**TITLE 37**  
**Public Property and Works**

**CHAPTER 37-13**  
**Labor and Payment of Debts by Contractors**

**SECTION 37-13-7**

**§ 37-13-7 Specification in contract of amount and frequency of payment of wages.**

-(a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

- (1) The basic hourly rate of pay; and
- (2) ) The amount of:



(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island

partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.